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## Dermatologist

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### Report on Opinion - Case 97HDC10292

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**Complaint**

The Commissioner received a complaint about treatment the complainant's mother, (the consumer), received from the provider, a Dermatologist. The complaint was that:

- *The Dermatologist prescribed a salicylic acid cream for the consumer's toe. The consumer did not want this cream prescribed as she normally saw her chiropodist for these problems. The salicylic acid cream burned her toes and has left her in pain since.*
- *The Dermatologist did not examine the toe before prescribing the cream or ensure the consumer understood the acid cream's use.*
- *The Dermatologist also removed two solar keratoses without the consumer requesting they be removed.*
- *When the consumer telephoned the Dermatologist, concerned at the effect of the application of the salicylic acid cream, he prescribed Advantan cream. The Dermatologist did not seek to examine her toe before recommending the use of this cream.*
- *The Dermatologist was prepared to continue treatment at no charge, but would not accept any responsibility for the costs the consumer had incurred. In particular, he would not consider reimbursement of the initial consultation fee of \$145.00.*

**Investigation**

The complaint was received on 27 November 1997. An investigation was commenced and information obtained from:

The Consumer  
The Complainant / Consumer's daughter  
The Provider, Dermatologist  
A General Practitioner  
A Podiatrist

The Commissioner also obtained advice from an independent Dermatologist. Relevant clinical records were obtained and viewed.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of Investigation**

The consumer is 76 years of age. She developed a rash across the top of her foot. Whilst it was neither itchy nor uncomfortable she consulted her general practitioner about the rash. The GP advised the Commissioner that he saw the consumer in late February 1997 and prescribed an Elocon cream. The GP advised that when the consumer consulted him in mid-May the rash was still present on her foot. He said that he advised the consumer to see a skin specialist if it was established that the rash was not due to a fungal problem. The GP did not see the consumer again until early July 1997.

The consumer advised that following the use of the cream prescribed by her GP the rash did not clear up. Following a discussion with the GP about possible skin specialists, she decided to see the Dermatologist because he had treated her seven years previously and she had been happy with the results.

The consumer telephoned the Dermatologist's clinic and an appointment was arranged for a date in mid-June 1997. She had no letter of referral from her GP. The consumer advised she was escorted into the consulting room and the Dermatologist examined two keratoses on her face and neck. The consumer said the Dermatologist instigated treatment and she told him to leave them alone because her own doctor usually took them off.

The Dermatologist advised the Commissioner that although the keratoses were not the consumer's main focus, he was keen to deal with them because they were a pre-malignant condition. The Dermatologist explained that he had seen the consumer in 1992 when she was treated for skin cancer. He said he had not seen her since but because she was at high risk of skin cancer he checked her skin during this consultation.

The Dermatologist said the consumer initially declined treatment but then changed her mind. He said he did not recall his conversation with the consumer but thought he may have said if she did not deal with them now they may need to be cut out later. He said keratoses on the face and left chest area were treated with liquid nitrogen and this may have taken place at the end of the consultation.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of  
Investigation,  
*continued***

During the examination the Dermatologist noticed a bandage on the top of the consumer's toe. The consumer said the Dermatologist asked what it was and she told him her podiatrist had taken a crust off the top of her toe and put cream on two of her toes. She said the Dermatologist remarked "I'll give you cream – it'll take it right away and it won't come back".

The Dermatologist could not recall if he removed the bandage covering the consumer's toe or whether he peered underneath it. His clinical notes recorded the presence of a corn on the third right toe and that he prescribed a 10% salicylic acid cream for the corn. The Dermatologist said at interview that at 10% concentration the salicylic acid cream was mild and is used to treat babies' cradle cap. The Dermatologist said he also noticed some dry skin on the consumer's foot and recommended QV lotion, which is a non-perfumed moisturiser.

The consumer said she told the Dermatologist she did not want the salicylic acid cream but the Dermatologist wrote a prescription for it and told her the cream would take the corn away. She said the Dermatologist looked at the rash on her foot and also gave her a prescription for that. She said she was handed both prescriptions together.

The consumer said the Dermatologist did not counsel her about the use of the salicylic acid cream, apart from stating it would clear up the corn. She said "*there was no talk of irritation*". The Dermatologist stated when interviewed that, from memory, he would have told the consumer the salicylic acid cream was a gentle descaling cream used to remove corns or excess skin. His instructions would have been to use the cream only on the corn. The Dermatologist also said he usually tells patients to put the cream on at night because it is designed for use at night. The Dermatologist said the consumer enquired whether it would upset her skin and he told her it should not irritate her skin but she should stop using it if an irritation developed.

The Dermatologist said the consultation lasted between 10-12 minutes. At the end of the consultation he totalled the treatment, which came to \$145.00. He said \$105.00 was the new patient charge and the \$40.00 was for treating the keratoses.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of  
Investigation,  
*continued***

The consumer had the salicylic acid cream made up at a Chemist and applied it on Friday evening. The consumer said when she woke up the next morning it had taken her skin off and her toes were bleeding. The consumer's daughter, (the complainant), visited the consumer the next day. She sought telephone advice from a Medical Centre. On the advice of a doctor at the Medical Centre, the consumer stopped using the cream and was advised to return to her general practitioner for further treatment.

The consumer advised the Commissioner that the GP was not available on that day. The consumer was unable to contact her podiatrist, and the complainant telephoned a different podiatrist for advice. The podiatrist advised that she would not touch the area and told the consumer to keep it dressed and to consult her general practitioner. The consumer's Podiatrist stated that she has been treating the consumer since November 1997. Prior to that the Podiatrist had not seen the consumer for three years.

The consumer advised the Commissioner that she contacted the Dermatologist's clinic in mid-June 1997 but was told he was absent for three weeks. The Dermatologist said at interview that he does not usually take three weeks' leave at any one time and checked his 1997 appointment book. He noted he was away for eight days in mid-July 1997 but was present throughout June. Further, the Dermatologist's clinical records contain a typed file note dated mid-June 1997 in which two questions were posed by the consumer:

*What was her condition called?*

*Is the cream you prescribed for toes an antibiotic?*

The hand-written responses to those questions were:

*Contact dermatitis*

*No: a medium strength topical steroid cream to help settle down the rash.*

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of  
Investigation,  
continued**

The Dermatologist said his staff member had taken a call from the consumer and had relayed the questions to him. He said the cream the consumer referred to was the Logaderm cream he had prescribed for her rash. The Dermatologist said he did not know why the consumer had called to ask those questions and said he had not been concerned about the call. He said the consumer may have wanted to know the name of the cream for insurance reasons or may have been checking whether it was an antibiotic cream because antibiotic creams can also cause contact dermatitis.

The GP's clinical notes recorded an entry in late June 1997. The GP confirmed that the consumer picked up a standard prescription for routine things that day.

The consumer consulted the GP in early July 1997. She said the GP was worried about the condition of her toes and made considerable efforts to clean and dress them. She said he cut the dead skin back and told her she would need to come back for frequent checks and dressing changes. She said that it was the opinion of the GP and the local pharmacist that the acid content in the cream was far too strong for her sensitive skin.

The GP confirmed in an interview that the salicylic acid cream had reacted with the consumer's feet due to their sensitivity. He considered that there was no indication that the cream was applied in the wrong place. He said it was an issue of reaction, not incorrect application. He said he pared the corn but the consumer did not come back for dressing changes. The consumer told him she thought the salicylic acid cream was 100% concentration.

The consumer telephoned the Dermatologist's clinic in early July 1997. The Dermatologist advised the Commissioner he became aware at this time that the consumer had experienced problems with the salicylic acid cream. His clinical notes recorded:

*"Phone message to say white cream given her was "too strong". Been to GP given Betadine and toes raw."*

The Dermatologist said he did not contact her because there was no request for him to do so. He said he was concerned the consumer was using Betadine but did not offer a consultation because *"I can't force people to see me"*.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of  
Investigation,  
*continued***

The consumer's next contact with the Dermatologist's clinic was in mid-July 1997. She telephoned and requested he contact her four days later. The Dermatologist returned the call. The consumer advised the Dermatologist the cream had caused her skin to peel and bleed, her daughter had telephoned the doctor, the podiatrist would not touch the area and she had seen her general practitioner who had cut the dead skin off. She said the Dermatologist told her the salicylic acid cream would not have caused the problem and that he would give her a different cream.

The Dermatologist advised the Commissioner that it was very unlikely the salicylic acid cream had caused the consumer's problem. He said the cream could cause an irritation overnight but would not have caused the bleeding. He said the cream is a protein coagulant and would, if anything, have stopped any bleeding. The Dermatologist said he believed the consumer's problem was with on-going active dermatitis of a contact nature. He said he thought some of her medications may have contributed. He also advised that bleeding is common with dermatitis. He explained that if the consumer had put the salicylic acid cream between her toes it would have inflamed the skin but this would have taken some time to occur, and would have been unlikely to occur after one application.

The Dermatologist did not examine the consumer's foot prior to prescribing the Advantan cream. The Dermatologist stated that he was aware the consumer was not keen to come in because of a middle ear disorder. The consumer advised that the Dermatologist did not ask to see her foot. The consumer's granddaughter collected the cream from the Dermatologist's clinic.

The consumer said she understood the Advantan cream was for her toes, "*to help them heal*". The Dermatologist told the Commissioner that the rash was present between the consumer's toes and around the cleft of her foot. He said he chose this preparation because "*it was extremely unlikely that she would have been exposed to the preparation and thereby the possibility of a contact dermatitis would have been extremely minimal*".

The consumer said she checked with the GP's locum and was told to try the Advantan cream on her arm and ankle before applying it to her toes. She said the Advantan cream reacted within minutes, so, on the advice of the locum, she decided not to risk using it on her toes.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of Investigation, continued**

The consumer telephoned the Dermatologist's clinic in mid-August 1997. The typewritten file note records:

*"PLEASE PHONE.*

*In regard to what happened to her toes. The 2<sup>nd</sup> cream she checked with her Chemist and GP prior to use, [sic] if she had not she would have been in real trouble because the cream was far too strong.*

*Apart from the expense and trouble she has been put through the pain has been crippling. It is not that it is not a good cream but because of its strength should never have been prescribed for her.*

*Because of the pain, expense and everything else she wants recompense for this. Also states has had to have someone in for dressings which is an additional expense. If not is going to take it further because it all started with the burning of the first preparation and both her GP and her Chemist agree the cream was too strong.*

*She states she is still going through pain and still having to spend money on her toes and just wants compensation for this torture and expense."*

The Dermatologist's handwritten response records:

*"She will need to make a full appointment from here on now."*

A further comment, written by hand on the file note records:

*"Suggested she write."*

The consumer wrote to the Dermatologist in mid-September 1997. She indicated she had experienced considerable pain, loss of walking function and diminished quality of life as a result of the burns. The consumer also said she incurred extra costs as a result of the doctor's visits, prescriptions, dressings and lambswool slippers required for comfort when walking. The consumer requested a meeting with the Dermatologist to discuss her letter of complaint.

The Dermatologist responded to the consumer's letter in early October 1997. He noted it would be advisable to reassess the situation and indicated he would be happy to do this and discuss the consumer's treatment with her or refer her to another physician or specialist for further assessment if she so wished.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of  
Investigation,  
continued**

The Dermatologist received a telephone message from a health advocate in October 1997 which said:

*"A lady from the [advocacy service] rang to say that [the consumer] was not satisfied with reply given in your letter.*

*[The consumer] would like to speak with you personally and she cannot get into the rooms herself."*

The Dermatologist wrote to the consumer the next day indicating he would be happy to discuss the situation with her at his rooms and requesting she make a time that would be mutually convenient.

The Dermatologist received a telephone message from the advocacy service indicating the consumer wished to accept his offer to meet and discuss the situation. An appointment was scheduled for early November 1997.

At the meeting between the consumer, her health advocate, the Dermatologist and his nurse, the Dermatologist said the consumer indicated the rash had cleared but she had a burning sensation in her toes. He said he needed to investigate the burning sensation because peripheral neuropathy damaged nerves. He said he offered further treatment at no cost and suggested nerve studies at Hospital. The Dermatologist said he was also particularly keen for the consumer to address the possibility of a contact dermatitis to other topical agents and offered to send a referral to the Hospital for ongoing investigations.

The consumer said the Dermatologist informed her the 10% salicylic acid cream was a weak concentration but accepted it may have caused a rash for a week or so. He acknowledged the consumer was suffering considerable discomfort but would not attribute this to the application of the 10% salicylic acid, or accept that the cream's effects would last for four months.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Outcome of  
Investigation,  
*continued***

The Dermatologist said he was of the opinion that he had endeavoured to resolve the consumer's concerns. He said he did not refund her bill for \$410.00, presented at the meeting on that day, because he sincerely felt that his management and treatment was reasonable and did not feel liable for her expenses. He said he had apologised to the consumer for the discomfort she had experienced and had expressed sympathy to her. There has been no further contact between the Dermatologist and the consumer.

The consumer saw a doctor at the Hospital in February 1998. She was diagnosed with dermatitis consistent with a hypersensitivity reaction. The histology report stated that "differential diagnosis includes a drug eruption versus allergic contact dermatitis". The podiatrist has seen the consumer since November 1997 and reported that her condition has settled, but is still very sensitive.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Code of  
Health and  
Disability  
Services  
Consumers'  
Rights**

*RIGHT 4*

*Right to Services of an Appropriate Standard*

- 2) *Every consumer has the right to have services provided that comply with legal, professional, ethical, and other relevant standards.*

*RIGHT 6*

*Right to be Fully Informed*

- 1) *Every consumer has the right to the information that a reasonable consumer, in that consumer's circumstances, would expect to receive, including –...*
- b) *An explanation of the options available, including an assessment of the expected risks, side effects, benefits, and costs of each option.*

*RIGHT 7*

*Right to Make an Informed Choice and Give Informed Consent*

- 1) *Services may be provided to a consumer only if that consumer makes an informed choice and gives informed consent, except where any enactment, or the common law, or any other provision of this Code provides otherwise.*

*RIGHT 10*

*Right to Complain*

- 1) *Every consumer has the right to complain about a provider in any form appropriate to the consumer.*
- 2) *Every consumer may make a complaint to –*
- a) *The individual or individuals who provided the services complained of; and*
- b) *Any person authorised to receive complaints about that provider; and*
- c) *Any other appropriate person, including –*
- i. *An independent advocate provided under the Health and Disability Commissioner Act 1994; and*
- ii. *The Health and Disability Commissioner.*

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Code of  
Health and  
Disability  
Services  
Consumers'  
Rights,  
*continued***

- 3) *Every provider must facilitate the fair, simple, speedy, and efficient resolution of complaints.*
- 4) *Every provider must inform a consumer about progress on the consumer's complaint at intervals of not more than 1 month.*
- 5) *Every provider must comply with all the other relevant rights in this Code when dealing with complaints.*
- 6) *Every provider, unless an employee of a provider, must have a complaints procedure that ensures that –*
  - a) *The complaint is acknowledged in writing within 5 working days of receipt, unless it has been resolved to the satisfaction of the consumer within that period; and*
  - b) *The consumer is informed of any relevant internal and external complaints procedures, including the availability of –*
    - i. *Independent advocates provided under the Health and Disability Commissioner Act 1994; and*
    - ii. *The Health and Disability Commissioner; and*
  - c) *The consumer's complaint and the actions of the provider regarding that complaint are documented; and*
  - d) *The consumer receives all information held by the provider that is or may be relevant to the complaint.*
- 7) *Within 10 working days of giving written acknowledgement of a complaint, the provider must, -*
  - a) *Decide whether the provider –*
    - i. *Accepts that the complaint is justified; or*
    - ii. *Does not accept that the complaint is justified; or*
  - b) *If it decides that more time is needed to investigate the complaint, -*
    - i. *Determine how much additional time is needed; and*
    - ii. *If that additional time is more than 20 working days, inform the consumer of that determination and of the reasons for it.*
- 8) *As soon as practicable after a provider decides whether or not it accepts that a complaint is justified, the provider must inform the consumer of –*
  - i. *The reasons for the decision; and*
  - ii. *Any actions the provider proposes to take; and*
  - iii. *Any appeal procedure the provider has in place.*

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Opinion:** In my opinion the Dermatologist did not breach Right 4(2), Right 6(1) or  
**No Breach** Right 7 of the Code as follows:

**Right 4(2)**

In my opinion the Dermatologist examined the consumer's foot and treated both her rash and a corn on the third toe of her right foot. The dermatologist advising me noted that the anatomical terminology in the Dermatologist's notes suggested that he had examined the consumer's foot. The concentration of salicylic acid in 10% aqueous cream was an appropriate concentration for a condition of this type, dependent on the recommended frequency.

My advisor also commented that the use of Advantan cream was suitable for the treatment of inflammation secondary to irritation of the toes by salicylic acid. 10% salicylic acid cream was an appropriate treatment for the consumer's corn. The Dermatologist suggested a review of the consumer's foot when she contacted him in mid-July 1997. As the consumer could not come in to the clinic, in my opinion Advantan cream was an appropriate treatment for the irritation the consumer described. Although the Dermatologist did not follow up the progress of the Advantan cream, upon hearing of the consumer's complaint he suggested a review, or a consultation with another practitioner, and tests at the Hospital. In my opinion this was a reasonable action to take in the circumstances.

**Right 6(1)**

I accept that the Dermatologist explained to the consumer the possibility of a reaction to the salicylic acid cream and advised ceasing to use it in the event of an adverse reaction.

I was advised that the only possible cause for this reaction would have been incorrect concentration of salicylic acid in the cream. The label on container of cream reads "100 Sal 10% in Aqueous Cream". My advisor informs me that salicylic acid is produced in powder form and in order for it to remain at a 100% concentration it would have to remain in powder form. The "100" indicated on the label refers to the weight of the container, i.e. 100 grams. Further, in order for the cream to have been dispensed in a high concentration it would have a grainy consistency like sand. The cream does not have a grainy consistency and I am satisfied that it was not incorrectly dispensed.

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## Dermatologist

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### Report on Opinion - Case 97HDC10292, continued

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**Opinion:**  
**No Breach,**  
*continued*

**Right 7**

I accept that although the consumer initially declined treatment for the keratoses, she changed her mind following an explanation of the possible implications of not removing them.

With respect to the treatment of the corn, the record of the meeting between the Dermatologist and the consumer in November 1997 indicates that the Dermatologist advised it would be useful to prescribe the salicylic acid cream. The consumer received prescriptions for her corn and for her rash together. The consumer was not under any obligation to obtain and treat her corn with the salicylic acid cream and in my opinion the Dermatologist did not breach the Code of Health and Disability Services Consumers' Rights.

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**Opinion:**  
**Breach**

**Right 10**

In my opinion the Dermatologist breached Right 10 of the Code.

The Dermatologist did not follow the complaints procedure set out under Right 10. Written acknowledgement was not sent to the consumer within five days of receipt of her complaint nor was the consumer informed of any internal and external complaints procedures available to her.

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**Actions**

The Dermatologist has apologised to the consumer. I recommend that he:

- Formalises a complaints procedure and ensures his staff are fully trained in procedures that are to be followed.
- I further suggest that in future when the Dermatologist receives advice from a consumer regarding concerns with his treatment he considers seeing the consumer again to ascertain the exact nature of the problem.

A copy of my opinion will be forwarded to the Medical Council of New Zealand.

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